

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application)	<u>PATENT APPLICATION</u>
)	
Inventor(s): Sylvia Braselmann)	Group: 1652
)	
SC/Serial No.: Unknown)	Examiner: Tung, P.
)	
Filed: Herewith)	
)	
Title: Nucleotide Sequences that Encode)	
Phosphatidylinositol-3' Kinase)	
Associated Proteins and Uses Thereof)	
)	

DECLARATION FOR PATENT APPLICATION
AND POWER OF ATTORNEY

As a below named inventor, I hereby declare that my residence, post office address and citizenship are as stated below next to my name; I believe that I am the original, first and sole inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled:

NUCLEOTIDE SEQUENCES THAT ENCODE PHOSPHATIDYLINOSITOL-3'
KINASE ASSOCIATED PROTEINS AND USES THEREOF

the specification of which (check applicable ones):

☒ is filed herewith;

☒ is a divisional of U.S. Serial No. 08/942,008, filed October 1, 1997; now U.S. Patent No. 6,133,419, issued October 17, 2000; which claims priority from U.S. Serial No. 60/030,103, filed November 1, 1996.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment(s) referred to above. I acknowledge the duty to disclose information which is material to the examination of the application in accordance with Title 37, Code of Federal Regulations, §1.56.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

POWER OF ATTORNEY: As a named inventor, I hereby appoint Gregory Giotta, Reg. No. 32,028 and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

- (1) Full name of sole
or first inventor: Sylvia Braselmann
- (1) Residence: 4828 19th Street, San Francisco, CA 94114
- (1) Citizenship: German
- (1) Inventor(s) signature: Sylvia Braselmann
- (1) Date: 10/13/2000

RECORDATION FORM COVER SHEET

PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Sylvia Braselmann</p> <p>Additional names(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>ONYX Pharmaceuticals, Inc.</u></p> <p>Address: <u>3031 Research Drive</u> <u>Richmond, CA 94806</u></p>
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<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment</p> <p>Execution Date: <u>October 13, 2000</u></p>	<p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>4. Application number(s) or patent number(s):</p> <p>A. Patent Application No.: Unknown</p> <p>Title: Nucleotide Sequences that Encode Phosphatidylinositol-3' Kinase Associated Proteins and Uses Thereof</p> <p>Filed Date: Herewith</p>	<p>B. Patent No(s):</p>
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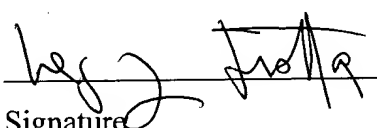
Additional numbers attached? ☐ Yes ☒ No

If this document is being filed together with a new application, the execution date of the application is: October 13, 2000

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Gregory Giotta, Ph.D.</p> <p>Address: Onyx Pharmaceuticals, Inc. 3031 Research Drive Richmond, CA 94806</p> <p>Telephone: <u>(510) 262-8710</u></p>	<p>6. Total Number of applications and patents involved: 1 <input checked="" type="checkbox"/> \$40.00 each</p> <p>7. Total fee (37CFR 3.41)\$ <u>40.00</u></p> <p>8. <i>Fee Authorization.</i> Authorization is given to charge any additional fees or credit or overpayment to Deposit Account No. 15-0615.</p> <p><i>Copy.</i> (A duplicate copy of this authorization is <u>not</u> enclosed.)</p>
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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

<u>Gregory Giotta, Ph.D.</u>		<u>October 13, 2000</u>
Reg. No.: 32,028	Signature	Date

10. Total number of pages to be recorded: 3 (1 page cover sheet and 2 page document).



SOLE TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned, Sylvia Braselmann, a resident of 4828 19th Street, San Francisco, CA 94114 (hereinafter termed "Inventor"), has invented certain new and useful improvements in:

NUCLEOTIDE SEQUENCES THAT ENCODE PHOSPHATIDYLINOSITOL-3' KINASE ASSOCIATED PROTEINS AND USES THEREOF

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

1. On the 13 day of October, 2000; and
2. Said application is a divisional of U.S. Serial No. 08/942,008, filed October 1, 1997; now U.S. Patent No. 6,133,419, issued October 17, 2000; which claims priority from U.S. Serial No. 60/030,103, filed November 1, 1996.

WHEREAS ONYX Pharmaceuticals, Inc. (hereinafter termed Assignee"), a corporation of the State of Delaware, having a place of business at 3031 Research Drive, Richmond, State of California (94806), wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any and all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said

Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions, provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns, and other legal representatives, and shall be binding upon said Inventor, said Inventor's heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee on the date as given below.

By: Sylvia Braselmann
Sylvia Braselmann, Inventor

Date: 10/13/2000